

This Instrument Was Prepared By:
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MASTER PLAN IMPLEMENTATION INSTRUMENT FOR SHELBY FARMS PARK

This Master Plan Implementation Instrument for Shelby Farms Park (this “Instrument”) is entered this _____ day of _____, 2008 by and among the County of Shelby, Tennessee (the “County”), the Shelby County Agricenter Commission (“Agricenter”), and The Land Trust for Tennessee, Inc. (“Grantee”). The County, Agricenter, and Grantee are sometimes collectively referred to as the “Parties.”

WITNESSETH:

WHEREAS, the Parties entered into that certain Grant of Conservation Easement dated as of January 16, 2007, recorded as Instrument Number 07021070, Register’s Office for Shelby County, Tennessee (the “Easement”); and

WHEREAS, the Easement provides that the Parties may develop a Master Plan to be incorporated into the Easement and to provide further restrictions; and

WHEREAS, the Parties have approved a Master Plan Report – July 2008 prepared by Field Operations (the “Master Plan”), and desire to enter into this Instrument to acknowledge the Master Plan and as necessary to provide for uses consistent with the Master Plan.

NOW THEREFORE, in consideration of the Premises set forth above and the agreements set forth herein, the Parties hereto agree as follows:

ARTICLE 1

INCORPORATION INTO EASEMENT

1.1 This Instrument has been approved by the County, Agricenter, and Grantee and is hereby incorporated in the Easement as though set out fully therein. Capitalized terms used herein and not otherwise defined shall have the meaning given in the Easement. This Instrument serves as the Master Plan referenced in Section II, paragraph 3 of the Easement, provides further restrictions on the Property, supplements the Easement, and amends the Easement to incorporate the matters set forth herein, as provided in Section II, paragraph 3 of the Easement. To the extent there is any inconsistency between the terms of this Instrument and the Easement, this Instrument shall control; provided, however, that nothing set forth herein shall be deemed to alter the provisions of Section II, paragraph 18 of the Easement with regard to the Agricenter, Section II paragraph 6 regarding arbitration, and any existing or future agreement for management of the Property.

1.2 The Master Plan and the uses and improvements outlined therein are deemed by the Parties to be consistent with the Easement as supplemented by this Instrument, and are approved by the Parties hereto as a potential implementation of the restrictions set forth in the Easement and this Instrument. The Parties intend that the Master Plan be a guide to future development of the Property without deadlines or mandates for implementation, and that the Master Plan be supplemented, altered, revised or amended from time to time, with the consent and approval of the participants in the Master Plan, and at all times consistent with the Easement, as supplemented by this Instrument.

1.3 This Instrument is not intended to and shall not be deemed to permit any activity or uses prohibited by Section II, Paragraph 5 of the Easement.

1.4 The Master Plan shall be maintained by the Parties as part of the baseline documentation for the Property. To the extent there is any inconsistency between legal descriptions using metes and bounds references and the maps or exhibits set forth in the Master Plan, the legal descriptions will prevail.

ARTICLE 2

PERMITTED USES AND IMPROVEMENTS

2.1 The Master Plan establishes certain areas designated “Landscape Rooms,” set forth on Exhibit A attached hereto and incorporated herein by this reference (each an “Activity Area”). In some cases, the Activity Areas overlap the Tiers established by the Easement and in other cases the Tiers are composed of more than one Activity Area.

2.2 This Instrument establishes restrictions and approved uses and improvements within each Activity Area, except for Activity Area 4, The Public Gardens, and Activity Area 5, the Community Education & Sport Fields, neither of which is within the bounds of the Property protected and restricted by the Easement. No improvements shall be permitted to be constructed within any Activity Area unless set forth in this Instrument.

ARTICLE 3

ACTIVITY AREA 1 – PATRIOT LAKE

3.1 Activity Area 1 – Patriot Lake (“Patriot Lake”) is intended to be a major regional attraction for regional water sports. In addition, the areas adjacent to the lake are intended to encompass recreational, and entertainment venues. These uses include festivals or other short-term events, a retreat center, and a dining venue. Subject to the provisions set forth in this Article 3, improvements associated with and supportive of such uses shall be permitted in Patriot Lake, including without limitation the following:

3.1.1 parking lots, visitor center;

3.1.2 paved and unpaved pedestrian, bicycle, skating, and equestrian trails and paths;

3.1.3 nature trails, informational kiosks, boardwalks and wildlife observation areas and improvements;

3.1.4 gardens;

3.1.5 pavilions, picnic areas, playgrounds, restrooms, and dog exercise and training areas;

3.1.6 fishing piers, marina and boat launches, boat and equipment rental and storage facilities, and beaches;

3.1.7 retreat and/or camping facilities that are compatible with the rustic and natural setting of the Property, with dining facilities to serve such facilities;

3.1.8 a carousel or historic rollercoaster;

3.1.9 earthen amphitheater;

3.1.10 concession stands with food, drink and merchandise sales incidental to the recreational uses and improvements permitted by this Article 3;

3.1.11 a single restaurant consistent in size and seating capacity with the purposes of this Activity Area, with indoor or outdoor seating, and with the prior written consent of Grantee;

3.1.12 during the limited duration of outdoor festivals and other special events, temporary booths, concession stands, informational booths; merchandise booths, tents, entertainment stages or areas and other temporary facilities; and

3.1.13 maintenance and operations facilities to be established in a single area not exceeding two (2) acres in size and with an aggregate square footage of 15,000 square feet.

3.2 On the lake within Patriot Lake, boating activities shall be limited to human or wind-powered craft, including by way of example sailboats, rowboats, canoes or racing shells, except water craft powered by small electric or trolling motors, and excluding craft powered by gas-powered or internal combustion motors, such as jet skis and power boats.

ARTICLE 4

ACTIVITY AREA 2 – PLOUGH PARK

4.1 Activity Area 2 – Plough Park (“Plough Park”) is intended to be an active recreational area with intensive uses. Encompassing paths and trails, parks, playgrounds, cookout areas and other scaled spaces, Plough Park is to be a major destination for domestic activity. Subject to the provisions set forth in this Article 4, improvements associated with and supportive of such uses shall be permitted in Plough Park, including without limitation the following:

- 4.1.1 parking lots;
- 4.1.2 paved and unpaved pedestrian, bicycle, skating, and equestrian trails and paths;
- 4.1.3 nature trails, informational kiosks, and wildlife observation areas and improvements;
- 4.1.4 gardens;
- 4.1.5 pavilions, picnic areas, playgrounds, restrooms, and dog exercise and training areas;
- 4.1.6 fishing piers; and
- 4.1.7 exercise circuits and stations, and recreational equipment such as a disc golf course (but not including a normal golf course) and archery areas.

ARTICLE 5

ACTIVITY AREA 3 – THE RANGE & ARBORETUM

5.1 Activity Area 3 – The Range & Arboretum (the “Range”) is intended as an extensive open landscape to support open vistas and views of grazing livestock. In addition, the area is designed to permit the preservation of specimen trees. No improvements are permitted in the Range except agricultural improvements related to the livestock activities within the Range, such as watering troughs, feed facilities and livestock shelters and corrals needed for herd health.

ARTICLE 6

ACTIVITY AREA 6 – THE OUTBACK

6.1 Activity Area 6 – The Outback (the “Outback”) is intended as a pastoral setting with meadows, lakes and woodlands for passive recreational use, including equestrian uses. Improvements associated with and supportive of such uses shall be permitted in the Outback, including without limitation the following:

- 6.1.1 parking lots;
- 6.1.2 paved and unpaved pedestrian, bicycle, running (including cross-country), and equestrian trails and paths;
- 6.1.3 gardens;
- 6.1.4 pavilions, picnic areas, playgrounds, restrooms, and dog exercise and training areas;

6.1.5 nature trails, informational kiosks, boardwalks and wildlife observation areas and improvements;

6.1.6 fishing piers; and

6.1.7 equestrian center, stables and rental facilities, and incidental improvements in support of equestrian activities, including feed and watering facilities, pastures, shelters, and corrals.

ARTICLE 7

ACTIVITY AREA 7 – THE ART MOUND & PARK CIRCLE

7.1 Activity Area 7 – The Art Mound & Park Circle (the “Art Mound”) is intended to accommodate the landfill that underlies this area and serves as an entrance to the Property, with visual accessibility to visitors. Improvements associated with and supportive of such uses shall be permitted within the Art Mound, including without limitation the following:

7.1.1 parking lots;

7.1.2 paved and unpaved pedestrian, bicycle, and equestrian trails and paths;

7.1.3 gardens;

7.1.4 nature trails, informational kiosks, boardwalks and wildlife observation areas and improvements;

7.1.5 a kayak or boat launch and rental concession on the Wolf River;

7.1.6 art displays, including sculpture and outdoor art areas;

7.1.7 landfill maintenance facilities; and

7.1.8 with the prior written consent of Grantee, methane collection facilities.

ARTICLE 8

ACTIVITY AREA 8 – CATCH ‘EM LAKES

8.1 Activity Area 8 – Catch ‘Em Lakes (the “Lakes”), within Tier 3 of the Easement, is intended to highlight the recreational fishing opportunities of the existing lakes, and to accommodate picnic and other passive recreational activities. In addition, a small restaurant, gardens and tree groves are intended. Parts of this area are also currently used for cropland, research crops and the production of animal feed. Improvements associated with and supportive of such uses shall be permitted within the Lakes, including without limitation the following:

8.1.1 parking lots;

8.1.2 paved and unpaved pedestrian, bicycle, and equestrian trails and paths;

8.1.3 gardens;

8.1.4 pavilions, picnic areas, and restrooms;

8.1.5 nature trails, informational kiosks, boardwalks and wildlife observation areas and improvements;

8.1.6 fish and tackle shops and fishing piers; and

8.1.7 with the prior written consent of Grantee as to size and location, a small restaurant or café.

ARTICLE 9

ACTIVITY AREA 9 – THE REFUGE

9.1 Activity Area 9 – The Refuge (the “Refuge”) is intended for preservation as a bird sanctuary and wildlife refuge, subject to the agricultural research operations of the Agricenter carried out in the portion of the Refuge that is within Tier 3 of the Easement. Improvements associated with and supportive of such uses shall be permitted within the Refuge, including without limitation the following:

9.1.1 with the prior written consent of Grantee as to location, a viewing deck and shade pavilion;

9.1.2 paved and unpaved pedestrian, bicycle, and equestrian trails and paths; and

9.1.3 in the event the raptor center existing in Tier 3 of the Easement on the date of adoption of this Instrument is moved, and with the prior written consent of Grantee as to location and size, a raptor center or aviary.

ARTICLE 10

ACTIVITY AREA 10 – THE ORCHARDS & BERRY FIELDS

10.1 Activity Area 10 – The Orchards & Berry Fields (the “Orchards”) is intended to include orchards and tree farms, together with agricultural fields and cropland, tree preserves and meadows. This area encompasses a portion of the land designated as Tier 3 in the Easement. Improvements associated with and supportive of such uses shall be permitted within the Orchards, including without limitation the following: :

10.1.1 parking lots;

10.1.2 paved and unpaved pedestrian, bicycle, and equestrian trails and paths;

10.1.3 maintenance facilities incidental to the agricultural activities permitted in the Orchards; and

10.1.4 concession stands, booths or small facilities to support sales of produce, “you pick ‘em” activities, and incidental snack or drink sales.

ARTICLE 11

ACTIVITY AREA 11 – CROP & RESEARCH FIELDS

11.1 Activity Area 11 – Crop & Research Fields (the “Fields”), includes areas that are in Tiers 2 and 3 established by the Easement. The Easement permits more improvement activity in Tier 2 than 3, and this Instrument recognizes that distinction. The portions of the Fields that are included in Tier 3 are intended to consist of agricultural fields and croplands supporting farm research and for plot land leases, with limited physical public access, while maintaining visual access and enjoyment. The portions of the Fields that are within Tier 2 may also be developed as a part of an Agricenter campus, as set out in Article 12 of this Instrument. The Fields are also intended to support limited alternative energy production facilities.

11.2 The following uses are specifically permitted within the Fields:

11.2.1 agronomy and horticulture uses, including but not limited to farming, educational, aquaculture, and nursery uses;

11.2.2 scientific purposes, including agricultural, archeological and environmental sciences, which have no material adverse impact on the Property;

11.2.3 development and enhancement of wildlife habitat;

11.2.4 development and enhancement of forests (including without limitation reforestation), fields, vistas, and open spaces;

11.2.5 classes, demonstrations, projects, and other educational uses to promote and teach environmental protection and conservation; and

11.2.6 short term events such as outdoor festivals, special events, educational, agronomy and horticultural uses.

11.3 The following improvements in support of the foregoing described uses are permitted within the Fields:

11.3.1 parking lots;

11.3.2 paved and unpaved pedestrian, bicycle, and equestrian trails and paths;

11.3.3 nature trails, informational kiosks, boardwalks and wildlife observation areas and improvements;

11.3.4 pavilions, picnic areas, and restrooms;

11.3.5 temporary tents, pavilions, trailers and other facilities for the support of short-duration events, festivals and other activities set forth in paragraph 11.2.6 above;

11.3.6 structures used or to be used solely for agricultural purposes and limited in use to the care, storage, or processing of agricultural products and the storage of material and equipment used or useful for agricultural purposes and for other purposes related to the agricultural uses of the Property, including without limitation silos, barns and equipment sheds;

11.3.7 a demonstration area for animal husbandry science;

11.3.8 wind turbines;

11.3.9 within that portion of the Fields that lies within Tier 3, greenhouses for agricultural research and limited administrative and research facilities associated with such greenhouses, with the prior written consent of Grantee, such approval to be granted unless Grantee reasonably determines that such facilities will materially diminish the open space and agricultural character of the Fields; and

11.3.10 within that portion of the Fields that lies within Tier 2 as designated by the Easement, continued use of existing buildings and those planned or under construction, construction of additional buildings, structures, facilities, and other improvements related to agriculture, and improvements in support of the uses and purposes of the Agricenter, as set out in Article 12 of this Instrument, including without limitation those described in the Easement for Tier 2 and Exhibit A-3 of the Easement for Tier 2, and parking areas in support of such improvements.

ARTICLE 12

ACTIVITY AREA 12 – THE AGRICENTER

12.1 Activity Area 12 – The Agricenter (the “Agricenter”) is currently developed in support of conservation, agricultural production and research, in support of the purposes set out in the Private Act and resolutions establishing the Agricenter, and with other facilities that provide financial support for agricultural activities, and those uses may continue. The Agricenter is intended to include an Agricenter campus, office buildings, greenhouses, research laboratories and facilities for public, private and entertainment events. In addition, farmer’s markets, events, festivals, demonstrations, lectures and workshops and performances may be supported within this area. The Agricenter also includes a recreational vehicle and camping area. Within the Agricenter is an area designated as Tier 4 established by the Easement and described as the Show Place Arena Area, which is currently developed in support of shows, festivals, rodeos and other entertainment, educational and business activities. Improvements in support of the above-described uses, including without limitation those described in the Easement for Tier 3 and Tier 4, and those described in Exhibit A-3 of the Easement for Tier 2 and Tier 4, are permitted within this Area.

ARTICLE 13

OTHER PERMITTED USES AND IMPROVEMENTS

13.1 Notwithstanding the restrictions set forth in this Instrument, it is the intention of the parties that the Property be developed in a manner that supports the overall cohesiveness and circulation of the Property. Accordingly, those internal roadways, paths, loops, trails, bridges, tunnels and other means of transit currently in existence or described within Section 4.3 of the Master Plan, are permitted as improvements within the Property; provided, however, that no such transit improvement shall be materially destructive of or inconsistent with the values, purposes, and uses set forth in the Easement or this Instrument or, to the extent applicable, set out in the Private Act and resolutions establishing the Agricenter.

13.2 Existing fences may be repaired and replaced, and new fences may be built, anywhere on the Property for purposes of reasonable and customary management of livestock and wildlife, access control and protection of crops, without any further permission of Grantee.

13.3 Nothing in the Easement shall be deemed to prohibit the establishment on the Property of alternative energy sources, including without limitation equipment for the generation of solar power, wind power or hydroelectric power (collectively, "Energy Production Facilities"), subject to the following limitations:

13.3.1 Energy Production Facilities shall be limited in scale to provide energy sufficient to serve the permitted improvements on the Property, but shall not be designed to produce energy for sale or distribution to other users located outside the Property and shall not in any event constitute a "wind farm" or "solar farm" for the production of energy in excess of that used on the Property; provided, however, that this limitation shall not limit the right of the County or Agricenter to sell energy back to the utility provider, whether such sales are characterized as renewable energy credits, net metering, or a sale to the grid.

13.3.2 Energy Production Facilities may be located in any area designated in this Easement for the placement or construction of current or future structures, however described, without the consent of Grantee, and may be located in other areas of the Property with the prior written consent of Grantee.

13.3.3 No Energy Production Facility, or housings, wires, conduits or other equipment servicing such Energy Production Facility, may be materially and substantially destructive of the purposes of the Easement.

13.4 Wires, lines, pipes, cables or other facilities providing electrical, gas, water, sewer, communications, or other utility services to the improvements permitted in the Easement and this Instrument may be installed, maintained, repaired, removed, relocated and replaced, and the County, Agricenter or applicable owner of the affected portion of the Property may grant easements over and under its Property for such purposes. Septic or other underground sanitary systems serving the improvements permitted herein may be installed, maintained, repaired or improved, provided, however, that such fields should be maintained in a natural visual condition

to the maximum extent possible and may not, in any event, detract from the uses and intents of the Easement.

13.5 Directional, location, and use signs consistent with the purposes and incidental to the uses permitted by the Easement and this Instrument;

13.6 Classes, demonstrations, projects, and other educational uses to promote and teach environmental protection, conservation and agriculture and otherwise consistent with the uses set forth herein are permitted.

13.7 Existing improvements, including without limitation buildings, structures, facilities, roads, and sewer and/or utility lines, and those improvements permitted by the Easement and this Instrument may be constructed, maintained, repaired, relocated, replaced, removed, rearranged, reconfigured, renovated and reconstructed.

13.8 If the consent of Grantee is required for the construction of any improvement or the taking of any other action on the Property, the requesting party shall notify Grantee of such proposed construction or activity and provide a plan and description of the structures to be constructed, along with their location, or such other reasonable description of the activity; whereupon Grantee shall determine if such proposed construction or activity complies with the terms of the Easement and this Instrument and shall either give Grantee's written consent thereto or a denial. Grantee shall grant permission or approval only where Grantee, acting in good faith, determines that the proposed action is not inconsistent with the terms of the Easement and this Instrument. The requesting party shall not begin construction or the activity without the prior written consent of Grantee. Grantee shall not be liable for any failure to grant permission or approval hereunder. Grantee shall have thirty (30) days to respond in writing after it receives all reasonably required documentation for the proposed construction or activity. If Grantee fails to respond in writing to Grantor's first request within thirty (30) days after it receives all required documentation for the proposed construction or activity, Grantor may give Grantee a subsequent written notice that Grantor has not received a response from Grantee with respect to such request. If Grantee fails to respond in writing to such subsequent written notice within fifteen (15) days after Grantee receives such subsequent written notice, Grantee's consent to the proposed construction or activity shall be deemed to have been given.

ARTICLE 14

MISCELLANEOUS

14.1 This Instrument and the modifications to the Easement as set forth herein shall be effective upon approval and execution by the Parties and recordation of this Instrument in the Register's Office for Shelby County, Tennessee.

14.2 This Instrument may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

14.3 Except as expressly modified by the terms of this Instrument, the Easement shall continue in full force and effect according to its terms.

14.4 If any provision of this Instrument shall be determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Instrument, which other provisions shall be enforced to the full extent permitted by law.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have caused this Instrument to be duly executed and delivered by their respective officials thereunto duly authorized as of the date first written above.

GRANTEE:

**THE LAND TRUST FOR TENNESSEE,
INC.,** a Tennessee nonprofit corporation

By: _____

Print Name: _____

Title: _____

GRANTORS:

SHELBY COUNTY, TENNESSEE

By: _____

A C Wharton, Jr., County Mayor

**SHELBY COUNTY AGRICENTER
COMMISSION**

By: _____

Hamilton Smythe, III, Chairman

Approved as to Form:

By: _____

Brian Kuhn, County Attorney

Other County Approvals:

By: _____

Michael Oakes, P.E.
County Engineer

By: _____

Bill Goss
County Real Estate Manager

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **HAMILTON SMYTHE, III**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Chairman of the Shelby County Agricenter Commission**, the within named bargainor, and that he as such **Chairman**, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the **Shelby County Agricenter Commission** by himself as such **Chairman**.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this _____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

**STATE OF TENNESSEE
COUNTY OF SHELBY**

Before me, the undersigned, a Notary Public within and for said State and County, duly commissioned and qualified, personally appeared **A C WHARTON, JR., Mayor of Shelby County, Tennessee**, with whom I am personally acquainted, and who upon oath acknowledged himself to be the **Mayor of Shelby County, Tennessee**, the within named bargainor, one of the counties of the State of Tennessee, and that he as such Mayor of said county, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of **Shelby County, Tennessee**, by himself as such **Mayor** of said **Shelby County, Tennessee**.

WITNESS my hand and Notarial Seal, at office in Memphis, in the County aforesaid, this _____ day of _____, 2008.

Notary Public

MY COMMISSION EXPIRES:

STATE OF TENNESSEE)
)
COUNTY OF _____)

Personally appeared before me, the undersigned, a Notary Public in and for said State and County, _____, with whom I am personally acquainted, and who acknowledged that _____ executed the within instrument for the purposes therein contained, and who further acknowledged that _____ is the _____ of the maker, **The Land Trust for Tennessee, Inc.**, and is authorized by the maker to execute this instrument on behalf of the maker.

WITNESS my hand, at _____, Tennessee, this ____ day of _____, 2008.

Notary Public
My Commission Expires:_____